

Prepared by and return to:
David T. Wolf, Esq.
David T. Wolf, P.C.
900 Circle 75 Parkway
Suite 700
Atlanta, Georgia 30339
(770) 952-8008

IN RE: **SUBORDINATION AGREEMENT DATED APRIL 24, 2001 BY AND AMONG BANK OF AMERICA, N.A., AS AGENT, WENDELTA, INC. AND/OR WENSTAR, INC., COLLECTIVELY AS LESSEE, AND WENSTAR PROPERTIES, L.P. AND/OR WENDELTA PARTNERS, L.P. COLLECTIVELY AS LESSOR, AND RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI IN BOOK 89, PAGE 612.**

FIRST AMENDMENT TO SUBORDINATION AGREEMENT

THIS FIRST AMENDMENT TO SUBORDINATION AGREEMENT (the "Amendment") is made and entered into effective as of this 24th day of November, 2004, by and among **BANK OF AMERICA, N.A.**, a national banking association ("Agent") acting in its capacity as Agent for the Secured Creditors (as defined in the Deed of Trust described herein) under the Credit Agreement (as described below), and each assignee thereof becoming a lender as provided therein (the "Lender") (the terms Agent and Lender, sometimes hereinafter collectively referred to as the "Lenders"); **WENDELTA, INC.**, a Mississippi corporation, and/or **WENSTAR, INC.**, a Mississippi corporation (collectively the "Lessee"); and **WENSTAR PROPERTIES, L.P.**, a Mississippi limited partnership, and/or **WENDELTA PARTNERS, L.P.**, a Mississippi limited partnership (collectively the "Lessor"). Capitalized terms used but not otherwise defined in this Amendment have the meanings given them in the Credit Agreement (as herein defined) or the Deed of Trust (as herein defined).

WITNESSETH:

WHEREAS, the Lessee, the Lessor, Wendelta Partners, L.P., a Mississippi limited partnership, and Wenstar, Inc., a Mississippi corporation ("Wenstar") (collectively, the "Borrowers"), the Agent and the Lenders party thereto entered into that certain Credit Agreement dated as of April 26, 2001 (as amended by Amendment No. 1 dated December 6, 2002, and as

C690595.2

further amended from time to time prior to the date hereof, the "Existing Credit Agreement"), pursuant to which such lenders agreed to provide the Borrowers with a term loan and a revolving line of credit, including a swingline subfacility, not to exceed in the aggregate principal amount outstanding at any one time of \$70,000,000;

WHEREAS, in connection with the Existing Credit Agreement, Agent, Lessee and Lessor entered into that certain Subordination Agreement as hereinabove described (the "Subordination Agreement");

WHEREAS, on February 11, 2002, Wenstar was merged into Lessee, with Lessee as the surviving corporation;

WHEREAS, the Borrowers, the Agent and the Lenders party thereto have amended and restated the Existing Credit Agreement in that certain Amended and Restated Credit Agreement of even date herewith (the "Amended and Restated Credit Agreement") in order to, among other things, (a) extend the maturity date of the Loans, (b) increase the maximum aggregate principal amount of the Loans outstanding at any one time to \$75,000,000, and (c) make certain other amendments to the Existing Credit Agreement as set forth therein (the Existing Credit Agreement, as amended and restated by the Amended and Restated Credit Agreement and as the Amended and Restated Credit Agreement may hereafter be amended, modified, extended, renewed, supplemented and/or amended and restated, the "Credit Agreement");

WHEREAS, as a condition to the effectiveness of the amendments set forth in the Credit Agreement, the parties are mutually desirous of amending and modifying the terms of the Subordination Agreement to reflect such increase and amendments as hereinafter provided;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and the sum of \$1.00 in hand paid, the receipt of which hereby is acknowledged, Lender, Lessee and Lessor hereby covenant and agree as follows:

1.

Agent, Lessee and Lessor approve the foregoing recitations and agree that said recitations are true and correct in all respects.

2.

The second recital of the Subordination Agreement is hereby amended and restated as follows:

WHEREAS, the Lenders have made certain loans in the aggregate principal amount outstanding at any one time of up to \$75,000,000.00 (together with any and all advances made thereunder, collectively the "Loan") to Lessor, Lessee and Wendelta Partners, L.P. pursuant to the terms of that certain Amended and Restated Credit

Agreement dated as of November 24, 2004, by and among Lessee, Lessor, Wendelta Partners, L.P., a Mississippi limited partnership, the Lenders and the Agent (which is an amendment and restatement of the Credit Agreement dated as of April 26, 2001, among Lessee, Lessor, Wendelta Partners, L.P., Wenstar, Inc., the Lenders and the Agent) (as so amended and restated and as further amended, renewed, modified, consolidated, extended, restated, supplemented or amended and restated from time to time, the "Credit Agreement"), which Loan is secured, in part, by that certain Deed of Trust as recorded in the Chancery Clerk's Office), and other instruments, agreements, assignments and documents given or to be given by Lessor and Lessee to the Agent for the benefit of the Lenders encumbering the Premises (any and all such Deeds, agreements, assignments and other documents given to secure the Loan, as the same may be hereafter amended, renewed, modified, consolidated, extended, supplemented, restated or amended and restated, from time to time, are hereinafter collectively referred to as the "Loan Documents").

3.

(a) All references to the "Loan" in the Subordination Agreement shall hereinafter be to the Loan as redefined in Section 2 above.

(b) All references to the "Credit Agreement" in the Subordination Agreement shall hereinafter be to the Credit Agreement as redefined in Section 2 above.

(c) All references to the "Deed" in the Subordination Agreement shall hereinafter be to the Deed as redefined in Section 2 above.

(d) All references to the "Loan Documents" in the Subordination Agreement shall hereinafter be to the Loan Documents as redefined in Section 2 above.

4.

(a) Lessor hereby confirms that the Lease is, and will continue to be, subject and subordinate in all respects to the Deed, as previously amended and as amended by Amendment dated as of the date hereof and described on Schedule "B" hereto, and to any increases, amendments, renewals, modifications, consolidations, extensions, supplements, restatements and amendments and restatements thereof, and to all advances made thereunder.

(b) Except as specifically amended, extended or modified herein, all other covenants, terms and conditions of the Subordination Agreement shall remain in full force and effect, and the Lessee and Lessor hereby acknowledge and confirms their obligations thereunder.

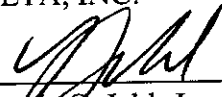
(c) This Agreement shall bind and inure to the benefit of the parties hereto, and their successors and assigns.

(d) This Amendment may be executed in multiple counterparts by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LESSEE:

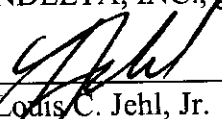
WENDELTA, INC.

By: 
Name: Louis C. Jehl, Jr.
Title: Vice President

LESSOR:

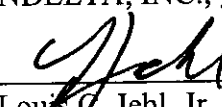
WENSTAR PROPERTIES, L.P.

By: WENDELTA, INC., general partner

By: 
Name: Louis C. Jehl, Jr.
Title: Vice President

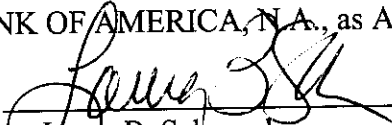
WENDELTA PARTNERS, L.P.

By: WENDELTA, INC., general partner

By: 
Name: Louis C. Jehl, Jr.
Title: Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Laura B. Schmuck
Title: Assistant Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

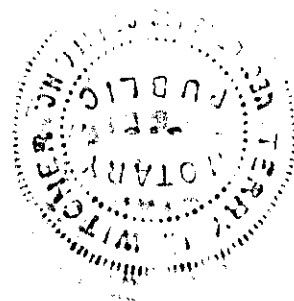
PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 23rd day of November, 2004, within my jurisdiction, the within named Louis C. Jehl, Jr., who acknowledges that he is the Vice President of WENDELTA, INC., a Mississippi corporation, and for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having duly authorized so to do.

Jerry D. Wachter
Notary Public

My Commission Expires:

September 1, 2009

[AFFIX NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

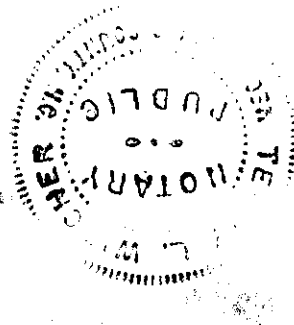
PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 23rd day of November, 2004, within my jurisdiction, the within named Louis C. Jehl, Jr. who acknowledges that he is the Vice President of Wendelta, Inc., the General Partner of WENSTAR PROPERTIES, L.P. a Mississippi limited partnership, and for and on behalf of said corporation as General Partner of said limited partnership, and as the act and deed of said corporation as General Partner of said limited partnership, and for and on behalf of said limited partnership and as the act and deed of said limited partnership he executed the above and foregoing instrument, after first having been duly authorized by said corporation and limited partnership so to do.

Jerry D. Wachter
Notary Public

My Commission Expires:

September 1, 2009

[AFFIX NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

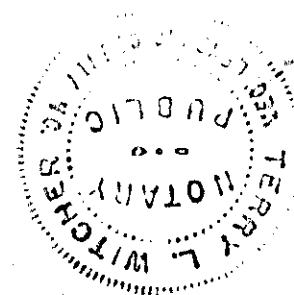
PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 23rd day of November, 2004, within my jurisdiction, the within named Louis C. Jehl, Jr. who acknowledges that he is the Vice President of Wendelta, Inc., the General Partner of WENDELTA PARTNERS, L.P. a Mississippi limited partnership, and for and on behalf of said corporation as General Partner of said limited partnership, and as the act and deed of said corporation as General Partner of said limited partnership, and for and on behalf of said limited partnership and as the act and deed of said limited partnership he executed the above and foregoing instrument, after first having been duly authorized by said corporation and limited partnership so to do.

Terry L. Wither
Notary Public

My Commission Expires:

September 1, 2009

[AFFIX NOTARIAL SEAL]



STATE OF ILLINOIS

COUNTY OF COOK

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 19 day of November, 2004, within my jurisdiction, the within named Laura B. Schmuck, who acknowledged to me that she is Assistant Vice President of Bank of America, N.A., a national banking association, and that for and on behalf of said national banking association in its capacity as Agent, and as its act and deed as Agent, he executed the above and foregoing instrument, after first having been duly authorized by said national banking association to do so.

Maria Paggaro
Notary Public

My Commission Expires:

2/1/05

[AFFIX NOTARIAL SEAL]

